

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
LAYLA KIANI,)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. 04-11838-PBS
)	
TRUSTEES OF BOSTON UNIVERSITY,)	
et al.,)	
Defendants.)	
_____)	

ORDER

December 16, 2004

SARIS, U.S.D.J.

I adopt the Magistrate Judge's Report and Recommendation on the motion to dismiss dated November 29, 2004 with the exception of the breach of contract claim. Plaintiff claims defendants did not receive a warning about her right to remain silent under Article IV(1) of the Disciplinary Regulations, and no corrective measures were taken.

The student-law school relationship is essentially a contractual one. Lyons v. Salve Regina College, 565 F.2d 200, 202 (1st Cir. 1977) (holding that the college manual and academic information booklet constituted a contract between the plaintiff and the college); Russell v. Salve Regina College, 938 F.2d 315, 316-7 (1st Cir. 1991) (holding that the agreement between a nursing school and a student included the "disciplinary rules"); Schaer v. Brandeis University, 432 Mass. 474, 476-7, 475 N.E.2d 373, 377-8 (2000) (evaluating violations of certain disciplinary

procedures outlined in student handbook). While courts should be hesitant about interfering with disciplinary decisions made by private universities, a university should follow its own rules.

Id. The university acknowledges it has certain contractual obligations but relies on various extrinsic materials to demonstrate the student received the requisite warning. However, reliance on these materials is inappropriate in the context of a motion to dismiss. I do dismiss the breach of contract claim against the individual defendants.

/s/ Patti B. Saris

PATTI B. SARIS
UNITED STATES DISTRICT JUDGE